

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 207 **Language** English **Country** United States **State** IL

Union AFT (American Federation of Teachers) AFL-CIO

Local 3791

Occupations Represented
Counselors
Librarians
Teachers—postsecondary

Bargaining Agency Board of Trustees of Community College District No. 509

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2002

Source <http://www.eccfa-aft.org/>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.



Elgin Community College Faculty Association Bargaining Agreement 2001-2002

Table of Contents

Article I - Recognition and Bargaining Unit

- 1.1 Recognition and
Bargaining Unit - Full-time
- 1.2 Recognition and
Bargaining Unit - Adjunct

Article II - Association- Board Relations

- 2.1 Non-Discrimination
- 2.2 Information to the
Association
- 2.3 Board Meetings
- 2.4 Bulletin Board
- 2.5 Mailboxes
- 2.6 Use of Facilities and
Equipment
- 2.7 Dues Checkoff
- 2.8 Printing of Agreement
- 2.9 Committee
Appointment and
Participation
- 2.10 Fair Share
- 2.11 No Strike Pledge
- 2.12 Resolution of Matters
Not Covered by This
Agreement
- 2.13 Management Rights
Clause

Article III - Grievance Procedure

- 3.1 Definitions
- 3.2 Time Lines
- 3.3 Filing
- 3.4 Formal Procedure
- 3.5 Authority of Arbitrator
- 3.6 Expense of Arbitration
- 3.7 Evidence and
Hearings

Article VI - Compensation and Benefits

- 6.1 Maintenance of
Benefits
- 6.2 Health Insurance
- 6.2A Dental Insurance
- 6.3 Life Insurance
- 6.4 Flexible Spending
Account
- 6.5 Special Retirement
- 6.6 Professional Expense
Benefit
- 6.7 Equipment
Maintenance and Repair
- 6.8 Tuition
Reimbursement
- 6.9 Proficiency Testing
- 6.10 Substituting
- 6.11 Independent Study
- 6.12 Working at Two or
More Locations
- 6.13 Tax-Deferred Annuity
- 6.14 Summer School
Contracts
- 6.15 Voluntary Overload
- 6.16 Involuntary Overload
- 6.17 Salary and Pension
Contribution
- 6.18 Longevity Step
- 6.19 Professor Emeritus

Article VII - Rank Instructor Assistant Professor Associate Professor Professor

Article VIII - Conditions of Employment Adjunct Faculty

Hearings

Article IV - Conditions of Employment

4.1 Academic Freedom
4.2 Instructor Workload
4.3 Counselor Workload
4.4 Librarian Workload
4.5 Office Hours
4.6 Other Professional Duties
4.7 Outside Employment
4.8 Instructor Class Assignments
4.9 Team Teaching
4.10 Block Teaching
4.11 Distance Learning
4.13 Faculty Personnel Records
4.14 Pay Period Options
4.15 Academic Calendar
4.16 Length of Academic Year
4.17 Grant Related Activities
4.18 Instructional Area Meetings
4.19 Seniority
4.20 Release Time
4.21 Tenure and Evaluation
4.22 Reduction in Force
4.23 Class Size
4.24 Sexual and Discriminatory Harassment

Article V - Leaves

5.1 Jury Duty/Court Related Leave
5.2 Parental Leave
5.3 Family Medical Leave Act
5.4 Personal Leave
5.5 Professional Meeting Leave
5.6 Religious Leave
5.7 Sabbatical Leave
5.8 Sick Leave
5.8A Disability Due To Pregnancy
5.9 Leave of Absence
5.10 Employment Status at Conclusion of Leave of

Faculty

8.1 Other Applicable Sections
8.2 Unit Adjunct Faculty Workload
8.3 Office Hours
8.4 Instructional Area Meetings
8.5 Professional Development
8.6 Qualifications
8.7 Evaluation
8.8 Discipline
8.9 Salary
8.10 Severability
8.11 Professional Courtesy
8.12 Acceptance of Administrative Position
8.13 Sick Leave
8.14 Inactive Status
8.15 Security and Confidentiality of Student/Course Information

Article IX - Intellectual Property Rights

9.1 Definition of Copyrightable Work
9.2 Ownership of copyrights, cope and applicability

Appendix A - Salary Schedules

2001 Full-time Salary Schedule
2002 Full-time Salary Schedule
2001 Unit Adjunct Salary Schedule
2002 Unit Adjunct Salary Schedule

Appendix B - Job Descriptions

Full-time Teaching Faculty
Full-time Counseling Faculty
Full-time Technical Services Librarian
Full-time Public Service Librarian

at Conclusion of Leave of
Absence
5.11 Unemployment
Compensation
5.12 Notice of Intention to
Return

Librarian
Unit Adjunct Teaching
Faculty
Instructional Coordinator

**Appendix C - Letters of
Agreement**

Insurance Committee
Post-Tenure Evaluation
Procedures
Faculty Development
Committee

**Agreement Signature
Page**

Article I

Recognition and Bargaining Unit

1.1 Recognition and Bargaining Unit, Full-time. The Board of Trustees of Community College District No. 509, Counties of Kane, Cook, DuPage, McHenry, and DeKalb, and the State of Illinois, hereinafter referred to as the Board, recognizes the Elgin Community College Faculty Association (ECCFA), Illinois Federation of Teachers, AFT/AFL-CIO, IFT Local 3791, hereinafter referred to as the Association, as the exclusive bargaining representative for all full-time faculty as defined in Paragraphs 103B-1 through paragraphs 103B-6 of the Illinois Public Community College Act, including faculty, counselors and librarians, but excluding instructors employed by the college who are assigned full-time to the state correctional facilities, laboratory assistants, laboratory coordinators, and any management or supervisory employees.

1.2 Recognition and Bargaining Unit, Adjunct Faculty. The Board of Trustees of Community College District No. 509, Counties of Kane, Cook, DuPage, McHenry, and DeKalb, and the State of Illinois, hereinafter referred to as the Board, recognizes the unit adjunct faculty that teach at least twelve (12) credit or contact hours, excluding independent study assignments, in an academic year, and that teach at least the minimum number of credit or contact hours described herein for three (3) out of four (4) consecutive years. For purposes of recognition in the bargaining unit, an academic year is defined as a contiguous fall and spring semester and excludes summer. Once eligible, entry into the unit begins in the fall semester.

Furthermore, the Board recognizes unit adjunct counseling and library faculty who work at least 596 hours per 12-month period for three (3) out of four (4) consecutive years beginning August 1994.

Employment prior to the Fall 1989 semester shall not be used in determining entry into the unit.

[Return to Table of Contents](#)

Article II

Association-Board Relations

2.1 Non-Discrimination. The Board and the Association, in accordance with applicable law, shall not discriminate against any faculty member on the basis of race, creed, color, national origin, sex, marital status, disability or age as provided by law, or membership or participation in, or association with, the lawful activities of any organization. If a grievance alleging the violation of this section is appealed to the Grievance Procedure (arbitration), as a condition precedent to proceeding to arbitration, it shall be accompanied by a full and complete waiver by the grievant(s) involved and by the Association of the right to assert the substance of such grievance in any other forum or before any court or administrative agency, provided nothing herein shall be construed as compelling the grievant(s) or the Association to execute such waiver, and the execution or non-execution of such waiver shall not be precedential in any regard.

2.2 Information to the Association. The Board shall make available public information necessary to the conduct of negotiations. This shall include relevant financial statistics. Such materials shall be provided within a reasonable time following a written request by the Association

President or designee. This section shall not be construed as requiring the Board to research or compile data.

2.3 Board Meetings. A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Association President or designee within a reasonable time following the distribution to the Board. A copy of materials furnished to representatives of the press and other organizations at Board meetings shall concurrently be made available to the Association President or designee.

2.4 Bulletin Board. The Association shall be provided with reasonable bulletin board space for the posting of notices and materials relating to Association activities. Such materials shall be identified with the name of the Association, signed by an appropriate officer thereof, and shall include an expiration date. Such materials shall not be derogatory of any person associated with the college. All posting of notices and materials shall be subject to the current rules and regulations governing bulletin boards.

2.5 Mailboxes. The Board shall permit the Association to place official Association materials in the mailboxes of faculty subject to reasonable Board regulations. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee. This privilege is granted exclusively to the Association.

2.6 Use of Facilities and Equipment. The Association may utilize college meeting room facilities by making a proper request in accordance with college procedures. The Association may use normal classroom equipment available to faculty but will reimburse the college for any extraordinary expenses in accordance with college procedures. The Board will make available to the Association a room that is mutually acceptable.

2.7 Dues Checkoff. The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization the designated amount of monthly union dues. The dues and a list of faculty from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Association Treasurer no later than seven (7) working days after such deductions were made. The amount deducted for any individual faculty member shall be verified by the Association and not changed for at least one (1) year. A deduction will be made no later than the paycheck issued two (2) weeks after receiving a written request for it and will end effective with the paycheck two (2) weeks after a written notice of revocation is received. The Association shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions.

[Return to Table of Contents](#)

2.8 Printing of Agreement. The Board shall be responsible for the reproduction of the agreement and it shall be in a form mutually agreed upon. The cost of typing and reproduction shall be shared equally by the Board and the Association.

2.9 Committee Appointment and Participation. From time to time the College President will establish temporary or permanent advisory committees which will include representation from the Association. The College President will determine the number of representatives needed from each college constituent group. When faculty representation is needed, the Association will select these members. Insofar as is possible or logical, membership will be in proportion to the number

of faculty in each of the divisions of the college. For the purpose of committee appointments, full-time counselors and librarians will constitute one division of the college.

2.10 Fair Share.

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entails expenses for services rendered which appropriately are shared by all faculty who are beneficiaries of said Agreement. To this end, if a faculty member does not join the Association or execute a dues deduction authorization within fourteen (14) days after posting of the notice required in subparagraph (a) below, the Board shall deduct a sum equivalent to the non-member's share of the costs of the services rendered by the Association in its role as the sole and exclusive bargaining agent in equal payments from the regular paycheck of the faculty member in the same manner as it deducts dues for members of the Association provided:
 - A. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board, and,
 - B. The Association has annually certified in writing to the Board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted.
2. The Board shall begin such fair share deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association as described in the preceding paragraph of this Article.
3. The Association, the Illinois Federation of Teachers and the American Federation of Teachers agree to defend, indemnify, and hold the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this section, including reimbursement of any legal fees or expenses incurred in connection therewith.
4. In the event a faculty member objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board. If the faculty member is entitled to a refund, the faculty member shall receive such refund plus any interest earned on the refund during pendency of the action.
5. If a non-member faculty declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such faculty is a member, such faculty shall be required to pay an amount equal to the faculty member's proportionate share to a non-religious charitable organization mutually agreed upon by the faculty member and the Association. If the faculty member and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

[Return to Table of Contents](#)

2.11 No Strike Pledge. The Association agrees that it will not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by the faculty covered by this Agreement while this Agreement is in effect.

2.12 Resolution of Matters Not Covered by This Agreement. In the event that during the terms of this Agreement either the Board or the Association desires a change in any wages, hours, terms or conditions of employment not covered by this Agreement, the party desiring the change shall notify the other party in writing of the specific change requested.

A committee consisting of an equal number of Board and Association appointees shall meet to consider the requested change and any alternatives that may exist and make recommendations, if any, to the Board and Association. Upon approval by the Board and the Association Senate the recommendations shall be implemented.

Where either party fails to approve the committee recommendations or where the committee decides to make no recommendation, the party which initiated these procedures may either withdraw its requested change or seek resolution through mediation by notifying the other party in writing of such intent. The party which initiated these procedures shall bear the cost of the mediator's services.

The parties shall attempt to agree upon an impartial chairperson, who shall serve for the term of this Agreement. Where the parties are unable to agree upon an impartial chairperson, they shall jointly follow the procedures of the American Arbitration Association and select an impartial chairperson through the American Arbitration Association.

Mediation shall continue for a period not to exceed thirty (30) calendar days or three (3) mediation sessions, whichever shall first occur, unless the parties jointly agree to extend such time limit.

If such mediation fails to resolve the matter, the impartial chairperson shall recommend a settlement in writing. The parties shall consider the settlement in good faith but neither shall be required to bargain any such change notwithstanding any obligation under law to do so in the absence of this provision.

2.13 Management Rights Clause. The Elgin Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Illinois and the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the College, its properties and facilities.

B. To hire all employees and subject to the provisions of law and procedures as outlined in this contract determine:

- 1) employee qualifications
- 2) conditions for their continued employment
- 3) conditions for their dismissal
- 4) conditions for demotion or reduction in force
- 5) conditions for promotion and transfer of all such employees.

C. To approve curriculum and courses of instruction, including special programs deemed necessary or advisable by the Board.

[Return to Table of Contents](#)

Article III Grievance Procedure

3.1 Definitions. A grievance is any claim by faculty or the Association that there has been a violation, misrepresentation or misapplication of the terms of this contract.

A school day, for the purpose of the grievance procedure, is a day on which the Administrative Offices are open, excluding Saturdays and Sundays.

3.2 Time Limits.

1. All time limits shall be in school days.
2. Failure on the part of the administration to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
3. Failure on the part of the grievant or the Association to meet the time limits shall result in the grievance being withdrawn.
4. The time limits may be extended by mutual agreement of the parties.

3.3 Filing. The written grievance shall be filed either by the Association or individual grievant not later than thirty (30) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The written grievance shall identify the grievant, summarize the relevant facts, identify the provisions of the Agreement allegedly violated, and describe the remedy which is requested. The grievance shall be filed with the President of the College.

[Return to Table of Contents](#)

3.4 Formal Procedure. Upon receipt of the written grievance, the President shall either re-present the Board directly or appoint a management representative with full authority to resolve the grievance.

The parties shall meet and otherwise communicate as often as they jointly agree in a good faith effort to resolve the grievance. "Good faith" shall mean that the parties shall meet and otherwise communicate with an open mind and a sincere effort to resolve the matter(s) before them. The parties may include any individual(s) who may contribute to the resolution of the grievance in their meeting(s).

Any tacit or active refusal by either party to conduct itself in good faith shall work to the detriment of that party in arbitration if the other party raises such matter. The charging party shall carry the burden of proving any alleged lack of good faith.

Not later than thirty (30) days after the filing date of the grievance the Board shall submit a written response to the President of the Association and Association Grievance Chair. Such response shall contain the full and complete reasons for either approval, denial, or joint resolution of the grievance.

If the Association is not satisfied with such Board response, it shall, if it desires, proceed to binding arbitration by notifying the President or designee not later than thirty (30) days from the date of the Board's written response. No individual or organization other than the Association shall have the right to proceed to binding arbitration. If the demand for arbitration is not filed within the prescribed time limits or if there has been no mutual agreement to extend such time limits, the grievance shall be deemed withdrawn without prejudice or precedent.

The parties shall appoint a panel of arbitrators mutually approved by the legal representatives of each party.

The names of such arbitrators shall be listed numerically by lot and shall be in the possession of each party.

Each arbitrator in turn shall be contacted by the parties until one is available to participate in the grievance arbitration case pursuant to the conditions set forth herein.

Such panel of arbitrators may be available to hear cases in more than one district represented by IFT/AFT and, if such is the matter, for the next such case that arises in whichever district, the first arbitrator to be contacted shall be the one on the list immediately following the one who rendered the decision in the immediately preceding case.

Before the same arbitrator can be used in cases in the same district in any twelve-month calendar period, the parties shall first proceed through the entire rotation of arbitrators. If none is available

and if either party objects to the use of the same arbitrator during such twelve-month period, the parties shall attempt to agree on an alternate arbitrator. If such agreement is not concluded within one week from the date of either party's original objection, the American Arbitration Association rules shall be used.

Such panel of arbitrators shall continue for at least two years. At the request of either party any name(s) shall be deleted from such panel after two years and replaced by any mutually approved arbitrator(s) whose name(s) shall fill the slot vacated by the deleted arbitrator(s) or added to the end of the list if it is expanded. No pending case shall be delayed as the result of the deletion for any reason of an arbitrator from the list.

Once the arbitrator has been selected, every effort shall be made to schedule the hearing within thirty (30) calendar days of the date of appeal to arbitration. If the hearing cannot be scheduled within sixty (60) calendar days of such appeal, the next available arbitrator shall be selected unless the parties otherwise mutually agree.

Briefs if required shall be due within thirty (30) calendar days of the completion of the hearing. Briefs shall be submitted in duplicate directly to the arbitrator, who upon receipt shall submit one copy to each party.

The arbitrator's decision shall be due within thirty (30) calendar days of his/her receipt of both briefs.

Failure of either or both parties to comply with any of the rules incorporated herein shall result in enabling either or both parties to implement American Arbitration Association procedures to (a) select an arbitrator for any pending grievance arbitration case and (b) resolve any dispute over failure to comply with these rules.

These rules shall become effective upon agreement of the arbitrators included herein to serve on such panel. Until such agreement is reached, the American Arbitration Association shall be used.

[Return to Table of Contents](#)

3.5 Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The decision of the arbitrator shall be final and binding on the parties.

3.6 Expense of Arbitration. Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and of the American Arbitration Association shall be divided equally between the Board and the Association. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcripts. If both parties request a transcript the cost shall be equally divided. If the arbitrator requests a copy of the transcript these costs shall be divided equally between the Board and the Association.

3.7 Evidence and Hearings. At all steps of the grievance procedure and arbitration it is the right of the administration/board and the grievant and the Association to be represented.

[Return to Table of Contents](#)

Article IV Conditions of Employment

4.1 Academic Freedom.

1. Each faculty member is free to present instructional materials and to discuss issues which are pertinent to the subject and level taught within the parameters of the course or activity. Each faculty member is expected to present all facets of pertinent controversial issues in an unbiased manner. Further, the faculty member should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

2. Each faculty member is entitled to full freedom in research and in the publication of the results, subject to satisfactory performance of his/her other

academic duties; but research for pecuniary return should be based upon current Board policies.

3. Each faculty member is a citizen, a member of a learned profession, and a representative of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational representative, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

4.2 Instructor Workload. All full-time faculty shall be required to teach a minimum of thirty (30) credit hours or thirty-four (34) contact hours annually. Faculty who have satisfied the minimum load requirement and teach in excess of thirty (30) credit hours or thirty (30) contact hours shall be paid at the voluntary overload rate for the full number of excess credit or contact hours. Any assignment above thirty (30) credit or thirty-four (34) contact hours which is not voluntary shall be considered involuntary overload, except any class needed to make credit or contact hour load shall be considered voluntary.

4.3 Counselor Workload. Each counselor shall work thirty-five (35) hours per week during the same weeks worked by full-time instructors within the academic year. Individual schedules will be assigned by the dean/supervisor after consultation with the counseling faculty. If a counselor works in excess of thirty-five (35) hours in a week, the counselor shall earn compensatory time at the rate of one (1) hour for each hour worked in excess of thirty-five (35) per week. Compensatory time shall be taken on days during the academic year on which full-time instructors are at work with the approval of the dean/supervisor. Compensatory time of up to thirty-five (35) hours may be carried over from the last day of the academic year to the next academic year. Disagreements about scheduling may be appealed to the Vice President for Instruction and Student Services.

[Return to Table of Contents](#)

4.4 Librarian Workload. Librarians shall work thirty-five (35) hours per week the same number of weeks during the academic year as faculty. Schedules will be assigned by the dean/supervisor after consultation with the librarians. If a librarian works in excess of 35 hours in a week, the librarian shall earn compensatory time at the rate of one hour for each hour worked in excess of thirty-five (35) per week. Compensatory time shall be taken on days during the academic year on which full-time instructors are at work with the approval of the dean/supervisor.

4.5 Office Hours. Instructors will hold office hours in their office or laboratory a minimum of one (1) hour each day they are assigned teaching responsibilities. Instructors who teach off-campus may hold office hours in an appropriate location approved by the dean/supervisor. Each instructor shall schedule office hours at a time and place convenient for the students.

The total number of office hours required each week shall be the difference between twenty-five (25) hours and the assigned number of contact hours, provided such total number of office hours shall be reduced by one (1) hour if the faculty member is assigned to two (2) or more locations one (1) day per week and reduced by two (2) hours if assigned to two (2) or more locations two (2) or more days per week, except that such reduction shall not be applicable to any assignment which is part of a voluntary overload.

The office hour schedule must be submitted in writing to the dean/supervisor by the tenth day of instruction for approval. All office hours will be posted outside the instructor's office, and the division secretary will be kept informed if the instructor is not in the office or laboratory during office hours for any prolonged period.

Office hours will be held at least four (4) days per week only during those weeks the instructor has teaching responsibilities. When the majority of the classes are taught off-campus and the office hours would not make the instructor more available to students, reductions from the four-(4)

day requirement may be made. Any disagreements regarding office hour schedules may be appealed to the Vice President for Instruction and Student Services.

4.6 Other Professional Duties. It is recognized that in addition to the twenty-five (25) hours per week of instruction and office hours required of an instructor, additional time is spent in preparation for class, evaluation of student work, studying, working with students, serving on college committees and representing the college to the general public.

4.7 Outside Employment. Any professional/educational work performed by faculty outside the college during the academic year must be reported to the dean/supervisor. Faculty shall not perform any outside professional services which constitutes a conflict of interest with his/her primary job at Elgin Community College or provides impairment to the performance of the full-time job at Elgin Community College.

[Return to Table of Contents](#)

4.8 Instructor Class Assignments. Instructor schedules will be assigned by the dean/supervisor in consultation with the faculty in the division. To the extent feasible, all full-time faculty will be assigned their contractual teaching load between the hours of 8 a.m. and 5 p.m., Monday through Friday. Should it not be possible to assign the regular contractual teaching load to a faculty member between these hours for any reason, the remainder of the load may be scheduled in the evening session or on Saturday. No more than five (5) consecutive days will be assigned during a week. A faculty member may not be assigned a Saturday class more than one (1) semester per academic year without his/her permission except when it is necessary to fill a full-time load. Other schedules may be made by mutual agreement between the faculty member and the appropriate dean. Conflicts may be appealed to the Vice President for Instruction and Student Services.

4.9 Team teaching. For the purpose of this contract, team teaching will be defined as one (1) class section taught by multiple faculty who are each in instructional contact concurrently with all students in the section.

Faculty shall each be granted regular full credit toward load for participating in team teaching. The maximum class size for the purpose of team teaching will be defined as in the agreed upon Master Course Table.

Courses designated in the class schedule for team teaching shall be taught only with a team teaching approach. If the minimum class size is not reached, the Vice-President for Instruction and Educational Services may cancel the class.

4.10 Block teaching. For the purpose of this contract, block teaching will be defined as the teaching of a class section by more than one faculty with each teaching separate and different portions of the class.

The credit/contact load assigned to faculty teaching in a block teaching format shall be calculated in proportion to the credit/contact load delivered by each faculty.

Class size maximums shall be in accordance with Section 4.23 of this contract.

Minimum class size shall be handled in the same way as courses not utilizing a block teaching approach.

For example, if four (4) faculty each teach one-fourth (1/4) of a four (4) credit/contact hour course, each will have one (1) credit/contact hour counted in his/her load and compensation will be based on this proportion of the course/credit hour load.

[Return to Table of Contents](#)

4.11 Distance Learning. For the purpose of this contract, instruction through distance learning shall be defined as Telecourse Instruction, Online Instruction and Interactive Television Instruction.

To promote faculty involvement in non-traditional delivery systems that improve student access to higher education, the college will, to the extent feasible, invest in available training and development activities in the support of Distance Learning.

If a distance learning course is taught by full-time faculty, one of the following shall apply:

- The course may be included as part of a regular load if so required by the Dean.
- The course may be contracted as voluntary overload (or summer school pay, if relevant).

Distance Learning course maximums shall be in accordance with the agreed upon Master Course Table.

The college will provide any necessary technical training for faculty teaching Distance Learning courses at no expense to the faculty member.

A. Telecourse Instruction. For the purposes of this contract, telecourse instruction shall refer to the use of commercially available/produced video-based courseware and other instructional materials as the primary source of instruction.

If not required by the Dean to be included as part of a regular load, the compensation for each section of a telecourse shall be the lesser of the independent study rate or the voluntary overload/summer school rate.

B. Online Instruction. For the purposes of this contract, online instruction shall refer to courses that utilize the Internet as the primary source of access to the course content and communication for the student and faculty member.

1. A faculty member will receive released time or voluntary overload compensation for the approved development of an online course equivalent to the credit hours of the course to be developed.

2. The materials developed for the approved new online course will be delivered to the college at least one month prior to the implementation date of the course.

3. In consideration of the modifications that may be required in the implementation and maintenance of an online course, a faculty member will receive a stipend in addition to regular compensation each time he/she teaches the course in this format. This stipend shall equal 10% of the voluntary overload rate for each credit hour of the online class. If the course is taught as independent study, the faculty member will receive a stipend equal to 10% of the independent study rate for each credit hour of the online class. Recognizing that changes in technology are unpredictable, the parties agree that this payment shall sunset when this contract expires and shall be subject to re-negotiating at that time.

4. At the Dean's discretion, the class maximum may be reduced the first time a course is taught in this format.

5. If not required by the Dean to be included as part of a regular load, the compensation for each section of an online course shall be the lesser of the independent study rate or the voluntary overload/summer school rate.

6. The faculty member shall own online course materials, but the college shall have the continuing right to use materials developed with college assistance. The parties agree that this paragraph shall sunset when this contract expires and shall be subject to re-negotiating at that time.

C. Interactive Broadcast Instruction. For the purposes of this contract, interactive broadcast instruction shall refer to the use of interactive television for educational programming delivered to other geographic locations that provides for immediate interaction between faculty and student.

1. Sessions will be taped for the purpose of student review or system failure. The tape will be available on a non-circulating basis for appropriate student uses for two weeks after the class session. At the discretion of the faculty member, the tape may then be destroyed or may be kept by the faculty member.

2. The course maximum equals the total of all students enrolled at all sites. The procedure for accepting students over the maximum class size shall be the same as that provided in Section 4.23 of the contract.

3. A faculty member teaching an interactive broadcast instruction course is encouraged to visit the receiving sites at least twice a semester. Faculty shall be reimbursed for any travel expenses incurred during travel between sites.

4. In consideration of the modifications that may be required in the implementation of a new interactive television course, a faculty member will be paid a one-time stipend of \$425 the first time he/she teaches the course in this format.

5. Expanded student access, not high enrollment concerns, shall drive interactive broadcast instruction course selection/scheduling. Priority in selection/scheduling shall be given to the following:

a. Courses that are not currently available at potential receiving sites.

b. Advanced or specialized courses that are available at multiple sites but which, due to a history of low enrollment, are difficult to offer on a regular basis.

c. Courses which are normally available only to day or to night students and which, through interactive broadcast instruction, would be more accessible to different student populations.

6. Decisions about course scheduling and reception will be based on recommendations from the instructional deans in consultation with relevant full-time faculty.

7. Elgin Community College will promote an equitable rotation of shared class offerings (curriculum common to the master course tables of each consortium member) between originating colleges.

8. Support services:

a. Technical support should be available when classes are in session at Elgin Community College (ECC) to resolve student problems, adjust equipment, and tape classes.

b. Support at each site should assist in coordination and scheduling of class sessions and in training instructors on the system.

9. A faculty member teaching an interactive broadcast instruction course will not be evaluated any differently than any other faculty members teaching any other courses.

[Return to Table of Contents](#)

4.13 Faculty Personnel Records. All evaluative materials relating to a faculty member shall be retained in his/her official personnel file.

When evaluative material is placed in the faculty member's official personnel file (hereinafter described in this section as "file"), a copy of such material shall concurrently be provided to the faculty member. The faculty member shall acknowledge receipt of such copy, but such acknowledgment shall not signify anything other than receipt of the material. Non-evaluative material may be placed in the file without a copy being provided to the faculty member. Faculty shall have the right to examine his/her file. Such request shall be honored without undue delay if made during normal business hours. A designee of the college administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the faculty member and the college. Faculty may reproduce material from his/her file at the customary cost, currently \$.10 per page.

No material from a faculty member's file shall be made available to personnel or agencies unconnected with the college without the faculty member's consent, except as required by law. This does not preclude verification of employment.

4.14 Pay Period Options. Faculty shall have two (2) options in receiving their pay:

1. Bi-weekly over twenty-six (26) paydays.
2. Bi-weekly at the twenty-six (26) payday rate, with a lump sum payment on the payday immediately after graduation for a total of one-half (½) the annual contract amount. Faculty choosing the second option must notify Human Resources in writing of their desire for the final payment by April 30.

4.15 Academic Calendar. By October 1 of each year, the College President or designee will provide the Association President with a copy of the Academic Calendar for the academic year that begins two (2) years from that semester. The proposed calendar will be sent directly to the Association President in time for the Association Senate to discuss changes and forward recommendations by November 1 to the Vice President for Instruction and Student Services' Team. The calendar shall include significant dates for fall, spring and summer terms.

4.16 Length of Academic Year. The academic year shall consist of one hundred and sixty-eight (168) workdays, exclusive of holidays and spring vacation. The faculty will be encouraged to attend graduation.

First year faculty are required to attend meetings for the two (2) workdays preceding their first semester of employment. All faculty may be required to attend meetings the day preceding each semester.

Faculty may use four (4) days during each year of this contract for professional activities of his/her choice.

For the purpose of calculating daily rates of pay, the academic year shall consist of one hundred sixty-eight (168) days.

[Return to Table of Contents](#)

4.17 Grant Related Activities. Faculty are encouraged to seek competitive grants both within and outside the college. Secretarial and editorial support will be given to faculty seeking grants if resources are available.

The faculty member who proposes the grant and is the principal author will normally be the director of the grant and may receive released time for himself/herself and other necessary personnel. This released time may be paid for at whatever rate is necessary to pay a qualified replacement.

If the College President determines that a grant proposal should be submitted, the principle author(s) of the application will be eligible for compensation through the Faculty Development Committee if the grant is submitted but is not funded.

4.18 Instructional Area Meetings. Instructional area meetings will normally not be scheduled more than one (1) time per week during the academic year. If meetings conflict with classes, faculty will be given the minutes of the meeting. No punitive action may be taken against faculty for missing meetings. Under normal circumstances meetings will be scheduled at least one (1) week in advance.

4.19 Seniority. Seniority shall mean the length of continuous full-time employment as faculty of the college. If it shall be necessary to resolve conflicts of seniority between faculty with the identical length of employment, the following factors shall be used in this order:

1. All prior adjunct employment as faculty at the college.
2. Date of Board action of hiring.
3. Lot.

Seniority shall accrue during sabbatical leaves, all other leaves with pay, and leaves of absence. Seniority may be used to resolve conflicts between faculty members who are qualified to teach and wish to teach the same courses as voluntary overload. In this particular instance seniority will be used to establish a rotation schedule.

Administrators who leave their administrative positions to become full-time tenure-track faculty shall accrue seniority only for that time spent as full-time faculty at the college. Time spent in administration shall not count in the calculation of seniority.

4.20 Release Time. The Faculty Association President shall be granted six (6) hours per year release time and the Chair of the Curriculum Committee shall be granted six (6) hours per year release time.

[Return to Table of Contents](#)

4.21 Tenure and Evaluation.

A. Tenure Provision of the Illinois Public Community College Act. In the event Article IIIB., Tenure, Paragraphs 103B-1 through Paragraphs 103B-6 of the Illinois Public Community College Act as amended by Public Act 82-783, Article XI, Section 264, effective July 13, 1982, is repealed, the provisions of the Act shall remain as part of this Agreement. In the event Article IIIB is amended, such amendment shall become applicable to this Agreement on the effective date of said amendment.

B. Criteria for Tenure. Criteria for tenure shall be given to new faculty at the time of their initial employment. Criteria for annual evaluation and tenure will not change, once given, for the duration of the non-tenured faculty status.

C. Evaluation of Non-Tenured Faculty.

1. During the first three (3) years of employment, the College President shall cause an annual evaluation to be made of non-

tenured faculty. This evaluation shall be performed by the non-tenured faculty member's dean/supervisor in accordance with procedures prescribed by the Faculty Evaluation Handbook.

2. The Elgin Community College Board, at its option, may extend the probationary period for one (1) additional school year by giving the non-tenured faculty member notice not later than February 15 for fall hires and September 15 for spring hires.

3. In the event it is determined by the College President that the evaluation of the performance and qualifications of a non-tenured faculty member should result in the Board considering the dismissal of the faculty member, the College President shall promptly advise the Board and shall give notice to the faculty member according to the following guidelines:

- Notification of fall hires about non-renewal of contract - February 15
- Notification of spring hires about non-renewal of contract - September 15

The foregoing guidelines shall not apply to reduction-in-force, to matters which arise or become known subsequent to the notification date, or to instances in which the affected faculty member shall agree to an alternate notification date.

D. Evaluation of Tenured Faculty. Tenured faculty will be formally evaluated at least once each three (3) years according to criteria, procedures, deadlines and forms as specified in the Faculty Evaluation Handbook. If formally evaluated more frequently, the faculty member's dean/supervisor shall discuss the reasons with the faculty member and Association representative (at the faculty member's option) prior to such formal evaluation.

1. Tenured faculty members are encouraged to collect and review student evaluations for all classes every semester. Tenured faculty members are further encouraged to discuss these evaluations with their dean/supervisors. Tenured faculty members are not required to submit student evaluations to their dean/supervisors.

2. Tenured faculty shall not be required to participate in formal peer evaluation.

Each year the faculty member will submit a self-evaluation to the dean/supervisor. The form, procedure and deadline for this evaluation are specified in the Faculty Evaluation Handbook.

See Letter of Agreement regarding Faculty Evaluation Task Force, Appendix C.

[Return to Table of Contents](#)

4.22 Reduction in Force. Prior to the layoff or reduction to unit adjunct of any full-time faculty member covered by this Agreement, the Board shall first, eliminate all adjunct and, secondly, all voluntary assignments to courses which the full-time faculty member is competent to fill pursuant

to the qualifications of this provision provided the Board may retain those adjunct or voluntary assignments to courses which unavoidably run at the same time as other identical adjunct or voluntary assignments to courses.

If full-time faculty have been reduced to adjunct and work the equivalent of one-half ($\frac{1}{2}$) the normal workload or more, they shall be paid that pro rata portion of the salary they would have earned had they worked a full load. Where such faculty works less than the equivalent of one-half ($\frac{1}{2}$) load, they shall be paid the voluntary overload rate.

Minimum qualifications and academic support qualifications have been established pursuant to the procedure agreed by the parties for the 1988-1990 agreement. Such qualifications shall be incorporated herein by reference.

These qualifications shall be reviewed as jointly agreed by faculty and administration representatives appointed by the Union and President respectively; and any proposed changes or notice of no change shall be submitted to the President and Union and adopted upon approval of the Union and President.

4.23 Class Size. The Master Course Table shall remain in full force and effect as long as it is mutually agreed upon by both the College and the Faculty Association.

Any changes in such Table shall be agreed upon between the Vice President for Instruction and Student Services and the Association.

Class size maximums shall not exceed the numbers established by the Master Course Table without agreement by the faculty member involved.

Enrollment in ABE/GED/ESL classes will be based on documented average daily attendance at midterm (completion of 50% of the class meetings for that class) instead of tenth-day enrollment figures.

[Return to Table of Contents](#)

4.24 Sexual and Discriminatory Harassment

See Administrative Procedure 3.403 for complete administrative detailed procedures.

I. Notification

A. Any faculty member covered by this agreement, shall be notified prior to the initiation of any formal fact-finding inquiry, where that person has been accused of alleged sexual harassment or discriminatory harassment.

B. Formal fact-finding shall occur only in those instances where the administration having received and reviewed a complaint, and interviewed the complainant, determines that the complaint cannot at this point be dismissed, but proceeds to further investigation.

C. Union representation is allowed at the formal investigative stage when an accused faculty member is being interviewed. Legal counsel may be present at such interviews to represent the interest of the faculty member.

D. The results of a formal fact-finding shall be a finding either of harassment or no harassment.

1. If no harassment, the complainant and the accused faculty member are notified.

2. If a finding of harassment, the administration shall review and decide whether discipline is appropriate to recommend.

3. If discipline is recommended, the following process shall be followed:

II. Disciplinary Action

Prior to any disciplinary action being initiated by the College arising from the result of a fact-finding investigation:

A. The faculty member shall receive notification of the proposed discipline.

B. The faculty member shall be provided the opportunity to reply in writing, or in person.

C. After an administrative review by the President of the recommendations and response, the administration shall either:

1. Notify the faculty member that no recommendation for discipline will be issued to the Board; or

2. Notify the faculty member that a recommendation for discipline will be made to the Board.

D. Should the Board decide to take action, notice and an opportunity to respond orally and in writing to an ad hoc committee of the Board will be given to the faculty member.

E. Should the faculty member decide not to appeal through the grievance policy within 30 days, the proposed action will be final.

[Return to Table of Contents](#)

Article V Leaves

5.1 Jury Duty/Court Related Leave. All faculty called/subpoenaed as witnesses or jurors will notify the appropriate dean/supervisor as soon as possible after being called/subpoenaed. Called/subpoenaed faculty required to serve as jurors or appear as witnesses during a working day on which otherwise they would have been scheduled to work, will be paid their normal salary during this period, provided the faculty member shall promptly reimburse the college any monies paid for such service which must be reported as income to the Internal Revenue Service (other than payments for meals, travel or other expenses). Such time will not be deducted from accumulated sick leave or personal leave.

5.2 Parental Leave.

1. Eligible Faculty are faculty who have been employed for at least twelve (12) months by the College. Eligible faculty shall be entitled to parental leave for one or more of the following:

A. because of the birth of a child of the faculty member and in order to care for such child.

B. because of the placement of a child with the faculty member for adoption or foster care.

2. Leave Entitlement. The leave shall not exceed the balance of the academic year in which it commences and one (1) additional academic year. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year.

3. Intermittent Leave. Parental leave shall not be taken by a faculty member intermittently or on a reduced schedule leave unless the faculty member and the College President or designee agree otherwise.

4. Foreseeable Leave. In a case where parental leave is foreseeable, the faculty member shall provide the college with not less than a 30-day advance notice. If the date of birth or placement requires leave to begin in less than 30 days, the faculty member shall provide such notice as is practicable.

5. Leave Designation. The faculty member may elect to substitute any accrued personal leave, or medical or sick leave for any part of the parental leave. Such designation shall be prior to the conclusion of the leave. The faculty member may withdraw her/his request for parental leave at any time up to the date of its beginning.

6. Job Restoration. Faculty electing parental leave shall be given the opportunity to return to work upon conclusion of such leave. The faculty member may return from parental leave before its expected termination as long as there is an open position for which s/he is qualified within the bargaining unit. Seniority shall accrue during parental leave.

7. Maintenance of Health Benefits. The faculty member may maintain insurance benefits by making timely payments of all premiums which may be due to Human Resources or elsewhere pursuant to its direction. If part or all of the leave has been designated as sick leave and/or FMLA leave, then the Board is required to maintain group health insurance coverage for the faculty member on the same terms as if s/he had continued to work.

[Return to Table of Contents](#)

5.3 Family Medical Leave.

For simplification in this document:

FMLA refers to Family Medical Leave Act

FML refers to Family Medical Leave

1. Eligible faculty are faculty who have been employed for at least twelve (12) months by the College. Eligible faculty shall be entitled to a total of twelve (12) contract workweeks of unpaid leave which they are scheduled to teach during any twelve (12) month period for one or more of the following:

A. in order to care for the spouse, child or parent, of the faculty member, if such spouse, child or parent has a serious health condition.

B. because of a serious health condition that makes the faculty member unable to perform the functions of the position of such faculty member.

C. because of reasons provided for under the provision "Parental Leave" as stated in this contract. The aggregate number of workweeks taken for parental leave and FMLA leave shall not exceed the balance of the academic year in which it commences plus one additional academic year.

2. Intermittent Leave. Leave under subparagraph (A) or (B) may be taken intermittently or on a reduced schedule leave when medically necessary. The taking of leave intermittently or on a reduced schedule leave shall not result in a reduction in the total amount of leave to which the faculty member is entitled beyond the amount of leave actually taken.

3. Alternative Position. If a faculty member requests intermittent leave, or leave on a reduced schedule that is foreseeable based upon planned medical treatment, the Board may require such faculty member to transfer temporarily to an available alternative position offered by the Board for which the faculty member is qualified and that:

A. has equivalent pay and benefits;

B. better accommodates recurring periods of leave than the regular assignment of the faculty member.

4. Duties of Faculty member. If any case in which the necessity for leave under 1., subparagraph (A) or (B) is foreseeable based upon planned medical treatment, the faculty member:

A. shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the college. Such treatment shall be subject to the approval of a health care provider's medical determination of the need for treatment; and

B. shall provide the college with not less than a 30-day advance notice. If the date of the treatment requires leave to begin in less than 30 days, the faculty member shall provide such notice as is practicable.

5. Certification. The Board may require:

A. 30-day advanced notice of the need to take FMLA leave when the need is foreseeable;

B. medical certifications supporting the need for leave due to a serious health condition affecting the faculty member, spouse, child, or parent;

C. second or third medical opinions and periodic recertification by a designated health care provider of the Board (at the Board's expense); and

D. periodic reports during FMLA leave regarding the faculty member's status and intent to return to work. Such reports shall include the date of the onset of the condition, the probable duration, the appropriate medical facts, and a statement by the faculty member that they are needed to care for the seriously ill spouse, child, or parent.

When leave is needed to care for spouse, child, or parent or the faculty member's own illness, and is for planned medical treatment, the faculty member must try to schedule treatment so as not to unduly disrupt the employer's operation.

Also, the Board must inform faculty members of their rights and responsibilities under FMLA, including giving specific information when a faculty member gives notice of FMLA leave on what is required of the faculty member and what might happen in certain circumstances, such as if the faculty member fails to return to work after FMLA leave.

6. Leave Designation. An eligible faculty member may elect to substitute any accrued personal leave, or medical or sick leave for any part of the 12-week period of such FML. Such designation shall be prior to the conclusion of the leave.

7. Job Restoration. Faculty electing leave under FMLA shall be given the opportunity to return to work upon conclusion of such leave. Seniority shall accrue during FMLA leave.

8. Maintenance of Health Benefits. The Board is required to maintain group health insurance coverage for faculty on FMLA leave on the same terms as if the faculty member had continued to work. Faculty shall pay their share of health insurance premiums while on leave. If the faculty member fails to return to work, the Board may recover premiums it paid to maintain her/his health coverage.

[Return to Table of Contents](#)

5.4 Personal Leave. Each faculty member shall be granted two (2) days without loss of salary each academic year for personal leave. Such leave shall be for the purpose of completing matters which cannot reasonably be attended to or postponed to days or hours on which the faculty member is not required to be on campus. If unused, such leave shall accumulate as sick leave. Notice of planned utilization of personal leave shall be given in writing to the dean/supervisor or designee at least seventy-two (72) hours in advance, except in an emergency,

when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing. Personal days shall be taken in units of one-half ($\frac{1}{2}$) days.

The fractional amount of leave requested shall be calculated in relation to the in-class commitment of the faculty member on the intended leave day, i.e., an individual with an in-class commitment of two classes in the morning, who misses one of the two classes, would be charged one-half ($\frac{1}{2}$) day leave.

Acknowledgment of the use of a personal day is to be recorded in the Human Resource's Office or its designee.

Personal leave is not intended to be used for extension of a holiday or vacation period. Only in cases where personal leave and holiday or vacation period are unrelated will consideration be given.

5.5 Professional Meeting Leave. Leaves of absence without loss of pay or other benefits may be granted by the dean/supervisor for a faculty member to attend professional meetings. Refusal of a request for professional meeting leave may be appealed to the Vice President for Instruction and Student Services.

5.6 Religious Leave. A faculty member may utilize up to three (3) days without loss of pay or deduction of personal leave to observe recognized religious holidays of his/her faith if such observance requires such leave. Notice of intent to utilize such leave shall be given in writing at least fifteen (15) calendar days in advance.

5.7 Sabbatical Leave.

1. The Board shall grant to four (4) eligible, full-time, tenured faculty who shall have appropriately applied for the same sabbatical leave, provided that, in the judgment of the Faculty Development Committee and concurrence of the Board by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of his/her responsibilities at the college and/or clearly accrue to the benefit of the college.
2. Tenured faculty are eligible to seek a sabbatical leave for an academic semester, an academic year or a summer after having completed six (6) years of full-time service as a faculty member of the college or since his/her last academic semester or academic year sabbatical leave. Tenured faculty will be eligible to seek an academic semester or academic year sabbatical leave three (3) years after the completion of a summer sabbatical. Furthermore, tenured faculty are eligible to seek a summer sabbatical three (3) years after the completion of an academic semester, academic year, or summer sabbatical. A faculty member shall not be eligible for any sabbatical leave following an academic year in which he/she was on leave of absence for sixty (60) days or more.
3. Faculty shall make application for sabbatical leave in writing to the Vice President for Instruction and Student Services or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the dates pertinent to such leave.
4. Two (2) sabbatical leaves shall be for a period of one (1) academic semester or one (1) academic year, and two (2) shall be for the summer term.
5.
 - A. During the period of sabbatical leave, faculty shall receive one-half ($\frac{1}{2}$) of his/her salary for an entire academic year, or all of his/her salary for a leave of one (1) semester. Faculty on leave during the summer session shall receive a stipend of \$4,975 for 2001 and 2002.

B. If, during the period of sabbatical leave, the faculty earn taxable remuneration for contracted work, the salary paid by the college shall be reduced accordingly. Faculty may accept a stipend or grant intended to cover expenses but which does not require the performance of specific duties. Taxable remuneration shall not include royalties, dividends, interest or like income not derived from work performed during the period of the sabbatical leave.

C. As used in the preceding subparagraph, "salary" shall not include any additional amounts for summer school, extra-duty stipends or overloads. All insurance benefits shall continue and sick leave and vertical movement on the salary schedule, if any, shall accrue during the term of the leave.

D. Faculty on summer sabbatical leave shall not teach summer school at Elgin Community College or perform their customary duties.

6. As a condition precedent to sabbatical leave, faculty shall agree to return to the college as full-time faculty for at least one (1) academic year immediately following the conclusion of such leave and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bi-monthly installments over a term not to exceed twice the length of the leave.

7. Faculty shall make a comprehensive written report to the College President and the Board at the conclusion of the leave. This report should include, but is not limited to, a summary of the program of study or project, an evaluation of the experience, and how the results of the leave will be used to improve instruction.

[Return to Table of Contents](#)

5.8 Sick Leave. Faculty shall have the right to utilize sick leave due to personal illness or disability or because of a medical emergency in the faculty member's family defined as spouse, children, parents, grandparents and grandchildren. Sick leave in case of serious illness or death to immediate family shall be limited to five (5) days. If extenuating circumstances arise, the College President may approve additional leave. A doctor's statement substantiating the illness and/or verifying ability to return to work may be required.

Sick leave shall be earned at the rate of twelve (12) days per year with unlimited accumulation. All sick days shall be available on the first day of the academic year. No payment for unused sick time accrued will be made. If legislation during the term of this contract requires the college to pay faculty members for unused accrued sick days, the maximum which may be accrued for payment is one hundred and eighty (180) days.

Faculty who are disabled and have used all of his/her accumulated sick leave shall be paid one-half (½) his/her salary for a maximum of sixty (60) calendar days or until the State Universities Retirement System (SURS) begins disability payments, whichever comes first.

The Board authorizes ECCFA to establish a Sick Leave Bank. Donations to this bank will be open to all faculty members and will be voluntary. The bank shall be administered by Human Resources.

The Sick Leave Bank is subject to the following guidelines:

1. Notices of participation in the bank must be provided on the appropriate form to Human Resources no later than September 30 for the current academic year.

2. Notice of withdrawal of participation must be made no later than September 30 for the current academic year. Days already donated shall remain in the bank.

3. Each faculty member may contribute up to two (2) sick days per academic year to the bank.

4. After depletion of personal sick leave, any ECC employee may apply to a faculty committee chaired by a member of the Human Resources staff for additional sick days from the bank. This committee will establish general guidelines for distribution of banked days. If the committee denies the request, the committee will notify the applicant in writing, with the reasons for denial.

5. The Sick Leave Bank shall be available only for the illness of the employee and not for the illness of a family member.

Employees applying to the bank shall absolve and hold harmless in all respects the Board of Trustees, the administration, ECCFA and the committee regarding the establishment and implementation of the Sick Leave Bank.

5.8A Disability Due to Pregnancy Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. The commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or disability insurance or sick leave plan, shall be applied to disability due to pregnancy, childbirth, or related medical conditions on the same terms and conditions as Family Medical Leave Act (FMLA) leave.

[Return to Table of Contents](#)

5.9 Leave of Absence. Faculty may be granted an extended leave of absence for personal reasons, without remuneration, when the requested leave does not create a disruption of the activities of, nor an undue hardship upon, the College. Such leaves are not to exceed one academic year. All requests for such leaves are to be made to the dean/supervisor and, if recommended, submitted by the administration to the Board for approval. Faculty granted leave under this provision will, upon returning to the staff, be entitled to full reinstatement of all provisions of tenure, if applicable, and other suspended benefits. No sick leave, vacation time, nor time counted toward tenure status shall be accrued during such a leave. Faculty on leaves granted for educational improvements and work experience shall be advanced one (1) step on the salary schedule as though they were not on leave, provided they carry out the provisions of the leave. Those on leave for any other purpose shall not be advanced on the salary schedule. Faculty may be granted an extended leave for the purpose of educational improvement, work experience, family hardship or other personal reasons.

5.10 Employment Status at Conclusion of Leave of Absence. Except as otherwise provided elsewhere in this contract, any faculty granted a leave of absence shall be treated by the Board upon termination of such leave in the same manner as though such faculty member had not been on leave of absence, provided only that all of the conditions of such leave have been complied with by the faculty member.

5.11 Unemployment Compensation. As a condition precedent to all leaves of absence, faculty agree to waive any claim of whatsoever nature for unemployment compensation during the period of such leave.

5.12 Notice of Intention to Return. In all instances where faculty are granted a leave of eight (8) months or more, as a condition thereof, faculty must advise Human Resources at least ninety (90) calendar days (or March 15, whichever occurs first) prior to the beginning of the next semester (after expiration of leave) of his/her intention of return. If notice is not given as required herein, it shall be treated as an election not to return to employment and as a resignation from the College.

[Return to Table of Contents](#)

Article VI

Compensation and Benefits

6.1 Maintenance of Benefits. Health insurance benefits shall be maintained at the levels not less than that in effect in January 1, 1991, unless changes are agreed to by the Board and Association.

6.2 Health Insurance. The Board shall provide at its expense two hundred dollars (\$200) deductible comprehensive Major Medical Health and accident insurance for faculty. The Board shall pay the premium for individual coverage for each full-time faculty member. The Board shall pay 80% of the premium for dependent coverage except that the faculty member shall contribute 20% of the dependent premium for those faculty enrolled in a Health Maintenance Organization (HMO) and 1.75% of base salary for those faculty enrolled in the self-insured program. In addition, the out of pocket maximum shall be seven hundred fifty dollars (\$750) for the employee and fifteen hundred dollars (\$1500) for dependents, exclusive of the deductibles. See Letter of Agreement regarding Health Insurance, Appendix C.

6.2A Dental Insurance. The Board shall provide at its expense dental insurance for faculty. The Board shall pay 100% of the premium for the faculty member and 80% of the premium for dependent coverage, provided the cost of the premium/benefit paid by the Board shall not exceed \$45,980, the first year of the program (1998) and in subsequent years the Board's contribution into the program shall not exceed a 10% increase in premiums/benefits each year.

6.3 Life Insurance. The Board shall provide at its expense a life insurance policy for faculty in the amount of 2 times his/her annual base salary rounded to the nearest one thousand dollars (\$1,000), including any insurance associated with the health insurance program.

[Return to Table of Contents](#)

6.4 Flexible Spending Account. The Board shall provide a flexible spending account. This plan shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for faculty to deduct health, dental, optical and other non-reimbursed medical and child care expenses allowed by law and other items as hereinafter may be agreed between the Board and the Association from their overall compensation and to be subsequently reimbursed for upon the timely filing of evidence of payment of such insurance and expense and with the other provisions of such flexible benefit plan.

The Board shall provide the option for faculty to tax shelter their ECC dependent health insurance premiums.

The Board shall pay the initial start up costs for the plan and the participating faculty shall pay the subsequent maintenance fees.

6.5 Special Retirement Option. The Board shall provide a Special Retirement Option for all full-time faculty members who are at least 55 years of age, who have at least eight (8) years of service credit with the college

1. The Board shall pay to the retiring faculty member in the last two years of service an incentive for professional services in an amount equal to 20% of the faculty member's base salary. This benefit program will be available to faculty electing to retire after January 1, 2001.

2. The Board will provide a health insurance premium reimbursement for the retiree for five years. The Board will pay the retiree the equivalent of the state health insurance plan premium not to exceed the cost of single coverage under the ECC plan. This will include the Medicare supplement premium for those eligible for Medicare. Payments shall be made to retirees two times per year before September 30 and March 31.

3. The sum of the total paid by the Board for an early retirement penalty to SURS and the early retirement incentive paid to the faculty member shall not exceed 140% of the faculty member's last contractual salary.

4. The Board has the option to limit the number of people retiring in any calendar year to 10% of the total faculty. Eligibility for Special Retirement shall be determined by seniority.

5. Faculty who elect to retire must provide an irrevocable retirement notice in writing to the Vice President for Finance and Administration.

6. The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that arise out of compliance with the provisions of this article.

[Return to Table of Contents](#)

6.6 A. Professional Expense Benefit. Five hundred fifty dollars (\$550) for 2001, and six hundred dollars (\$600) in 2002, per full-time faculty, will be established in a separate account in each dean's/supervisor's budget for faculty professional expense benefits. Faculty may submit requests for reimbursement for professional travel, workshops, tuition, books, publications, and other professional activities and supplies approved by the dean/supervisor. Disagreement may be appealed to the Vice President for Instruction and Student Services.

Faculty within a division may assign all or a portion of the professional expenses reimbursable to another faculty member of their division, provided such assignment shall be in writing and submitted with the approved voucher of the assignee. Any unused monies shall be carried over only one year.

6.6. B. Professional Development Benefit

In addition, an amount equal to five hundred dollars (\$500) for 2001, and five hundred fifty dollars (\$550) for 2002, per full-time faculty, will be deposited in the Professional Development and Evaluation account for professional development activities. These funds will be allocated on a competitive basis by the Faculty Development Committee and shall be subject to the approval of the Vice President for Instruction and Student Services.

6.7 Equipment Maintenance and Repair. Full-time faculty in science and vocational-technical areas with assigned teaching loads involving laboratories, who teach a minimum of thirty-four (34) contact hours per year may be awarded an additional contract for the increased responsibilities of laboratory management, i.e., equipment repair and preventive maintenance inherently generated by the instructional area and not subsequently covered by maintenance agreements or qualified paraprofessionals. The contract shall be established between the Board and the department faculty based on \$12.75 per hour.

Any individual contract between the Board and faculty currently in effect shall not be altered as a result of the rate established in paragraph one above. Further, such rate shall not serve as a precedent for contracts and rates in other areas.

6.8 Tuition Reimbursement. Each full-time faculty, spouse and children age 30 or younger shall have the right to receive reimbursement of tuition for all courses taken at ECC, in which faculty, spouse or children age 30 or younger receive a grade of "C", "pass", or better. Faculty shall contact Human Resources to exercise this option.

6.9 Proficiency Testing. Faculty will be compensated twenty-five dollars (\$25.00) for each proficiency test they grade which can only be graded by faculty. Tests which can be scored by machines or by another employee with a master key will be scored in the Learning Skills Center. When requested by the dean/supervisor, faculty will be compensated seventy-five dollars (\$75) for each proficiency test they construct and grade. After the test has been constructed it will become the property of the college and will be kept on file in the dean's office.

6.10 Substituting. Faculty who substitute shall be paid twenty-five dollars (\$25) per hour. No faculty shall be paid extra for teaching two (2) sections at the same hour, nor shall he/she be

required to do so. All substitutes must be hired by the appropriate dean/supervisor. Faculty may substitute for one another without remuneration when, in the opinion of the appropriate dean/supervisor, it is in the best interest of the college.

6.11 Independent Study. Independent Study shall be compensated at the rate of sixty-five dollars (\$65) per credit hour for 2001 and 2002 for each student in the class, except when assigned as part of a full-time teaching load.

6.12 Working at Two or More Locations. Faculty whose work assignments require them to travel between two or more locations will be reimbursed at the established rate for mileage for the miles driven from the first site to the second site. Faculty will not be reimbursed for travel to assignments accepted as voluntary overload.

[Return to Table of Contents](#)

6.13 Tax-Deferred Annuity. Salary reduction agreements for retirement annuity contracts (tax-deferred annuities) shall be available to all faculty. Contracts shall be arranged individually through the Office of the Vice President for Finance and Administration or designee.

6.14 Summer School Contracts. Summer school contracts shall be treated as voluntary overloads and shall be compensated at the rate of seven hundred seventy-five dollars (\$775) for 2001 and 2002, per semester contact hour for each year this contract is in effect. Full-time faculty will have first refusal over adjunct instructors for classes offered in the discipline in which they teach. A faculty member cannot be assigned more than ten (10) credit hours of concurrent instruction, exclusive of telecourses and independent study, without the written consent of the Vice President for Instruction and Student Services. No other provision in this contract shall relate to the summer school schedule unless expressly mentioned in this contract.

6.15 Voluntary Overload. Additional assignments accepted voluntarily during the academic year shall be paid at the rate of six hundred seventy-five dollars (\$675) for 2001 and 2002, per semester contact hour for each year this contract is in effect. The voluntary per hour rate for counselors and librarians shall be forty-five dollars (\$45) per hour or pro rata, whichever is lesser, for each year this contract is in effect. No faculty shall accept additional assignments, credit or noncredit in excess of sixty (60) percent of the standard instructor workload without the agreement of his/her dean/supervisor. Full-time faculty will have first refusal of one (1) class offered in their area and full-time counselors and librarians will have first refusal of work in their areas when there is no conflict with their regular assignments. Non-teaching faculty, i.e., librarians and counselors, shall not accept additional assignments in excess of 10 days of the standard workload without the agreement of the dean/supervisor.

6.16 Involuntary Overload. Additional assignments which are made involuntarily shall be compensated at the pro rata rate of 1/30 of full-time salary per credit hour of instruction for every hour over thirty (30), 1/34 of full-time salary per contact hour for every hour over thirty-four (34), or 1/168 of annual salary for each day of work for counselors and librarians over one hundred sixty-eight (168). Counselors shall be guaranteed a minimum of thirty-three (33) involuntary overload days during the contract year plus an additional pool of eighty-four (84) days to be worked during the contract year. Librarians shall be guaranteed a minimum of thirty-seven (37) involuntary overload days during the contract year plus an additional pool of sixteen (16) days to be worked during the contract year. These additional days will be assigned by the Associate Dean of Counseling or Director of the Library in consultation with the faculty.
Counseling Faculty Involuntary Overload.

1. On dates when less than full staff is required on an involuntary overload date, scheduling conflicts shall be resolved by seniority until the minimum staffing level/maximum refusals match staffing needs.
2. Full-time counseling faculty shall be scheduled for involuntary overload dates prior to the scheduling of adjunct counselors.

6.17 Salary and Pension Contribution.

1. The maximum vertical movement is one step per year. The maximum horizontal movement is two (2) lanes per year except for movement that is accomplished within an approved degree program. In this case, the maximum horizontal movement is three (3) lanes per year. In addition to approved graduate hours, faculty may move on the salary schedule by performing alternate activities which are recommended by the Faculty Development Committee and approved by the Vice President for Instruction and Student Services. The source of funding, personal, institutional, or other, will not be a consideration for any professional growth activity.

In support of budget preparation, faculty shall submit a memorandum to the Vice President for Finance and Administration with an estimate of the maximum number of credit hours, certified and alternate lane, expected to be added to the total on record for lane movement purposes in the coming salary year by May 1 for each year this contract is in effect.

All applications that request preapproval of certified credit and approval of alternate lane credit for the coming salary year shall be submitted by the faculty to the dean/supervisor by October 1 of each year this contract is in effect.

Lane change activities completed by December 31, and documented no later than February 15, shall be awarded on the salary schedule for that calendar year.

2. From the Compensation Schedule, the Board shall deduct for faculty a sum equal to eight percent (8%) of the amount due faculty pursuant to the Compensation Schedules to the State Universities Retirement System (SURS), to be applied for the retirement account of such faculty. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all faculty. Faculty shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State Universities Retirement System (SURS).

3. Faculty who are participants in the State Universities Retirement System shall not have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of the faculty members' required contribution to the State Universities Retirement System (SURS) is a condition of employment made in order to secure the faculty members' future services, knowledge and experience.

4. The balance of the amount due each faculty member pursuant to such Compensation Schedule shall be payable to the faculty member as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the faculty member pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State Universities Retirement System (SURS) for the account of such faculty member.

5. Internal Revenue Service Revenue Rulings indicate that the amount paid the State Universities Retirement System (SURS) is properly excluded from the gross income of the faculty member for income taxation purposes, and the Board

will not withhold Federal and State income taxes on funds remitted to the State Universities Retirement System (SURS) on behalf of faculty members unless and until the Internal Revenue Service or a court shall determine that such amounts are not properly excludable.

6. The Association and faculty will defend, indemnify, and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the State Universities Retirement System (SURS) pursuant to the provisions of this Section. No such claim, demand, action, or suit may be settled or compromised by the Association without the written consent of the Board, if such claim, demand, action, or suit adversely affects the Board, its members, its agents, and/or its employees.

[Return to Table of Contents](#)

6.18 Longevity Step. Faculty who have remained for at least four (4) years in lanes six through ten (VI-X), on step 19 of the salary schedule, three (3) of which years shall have been in the same lane, shall move to step 20.

6.19 Professor Emeritus.

1. All full-time faculty retiring from the college may request appointment as a Professor Emeritus of Elgin Community College. Application for this appointment must be made to the Board of Trustees within 4 years of retirement.

2. Emeritus faculty members will be entitled to have their names listed in a section of the college catalog and to use the designation in any publications or professional associations.

3. Appointments are effective for 5 years, at the end of which application for subsequent reappointment may be made.

[Return to Table of Contents](#)

Article VII

Rank

Faculty will be awarded rank, independent of salary scale placement, on the following basis:

INSTRUCTOR: Tenure track, non-tenured full-time faculty.

ASSISTANT PROFESSOR: Tenured, full-time faculty with less than five (5) years of full-time experience at ECC.

ASSOCIATE PROFESSOR: Tenured, full-time faculty with five (5) or more years of full-time experience at ECC.

PROFESSOR: Tenured, full-time faculty with ten (10) or more years of full-time experience at ECC [or five (5) or more years of full-time experience at ECC, plus (Ph.D., Ed.D., J.D., or M.F.A.)]

[Return to Table of Contents](#)

Article VIII

Conditions of Employment Unit Adjunct Faculty

8.1 Other Applicable Sections. The following Sections from the 2001-2002 Agreement shall not be applicable to unit adjunct faculty: 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.16, paragraph 3, 4.18, 4.19, 4.20, 4.21, 4.22, 5.2, 5.4-5.11, 6.1-6.10, 6.12, 6.14 -6.19,7.

8.2 Unit Adjunct Faculty Workload. The minimum workload for unit adjunct faculty shall be six (6) credit hours per semester. The minimum workload for unit adjunct counseling and library faculty shall be 14 hours per week during the academic year plus an additional 126 hours during the remainder of the calendar year. Following the procedure described herein for the determination of such workload, such unit adjunct faculty may teach as many additional hours as are available and for which they are qualified. But, in no case more than nine credit hours each semester. Such unit adjunct counseling and library faculty may work as many additional hours as are available and for which they are qualified not to exceed 21 hours per week without permission of the supervising administrator.

A unit adjunct faculty member on a reduced load below six (6) credit hours will have preference over non-unit adjunct faculty for courses they are qualified to teach. A unit adjunct counseling or library faculty on a reduced load below 14 hours will have preference over non-unit adjunct counseling or library faculty for work they are qualified to do.

Following determination of load and overload for full-time faculty and prior to determination of work schedules for non-unit adjunct faculty, unit adjunct faculty shall have the opportunity to select at least the minimum workload provided herein by using the same method for selection of load used by full-time faculty. However, the dean/supervisor maintains the discretion to assign courses or workload based on the interest of the college. A reduction in the six (6) credit hour load or workload requirement each semester to perform other college business or to seek an approved medical leave without compensation must be approved by the dean/supervisor.

Seniority shall mean the number of semesters taught as unit adjunct faculty at the college.

Seniority for unit adjunct counseling and library faculty shall mean the total number of years worked at the college since entering the bargaining unit. If it shall be necessary to resolve conflicts of seniority between faculty with the identical number of semesters, the following factors shall be used in this order:

1. Date of entry into the bargaining unit.
2. The total number of semesters taught at the college.
3. By lot. Seniority will be used to resolve conflicts between unit adjunct faculty members who are qualified to teach and wish to teach the same courses.

Seniority will be used to resolve conflicts between unit adjunct counseling and library faculty who are qualified and wish to work the same hours.

[Return to Table of Contents](#)

8.3 Office Hours. Unit adjunct teaching faculty shall maintain one and one quarter (1 1/4) office hours per week for every three (3) credit hours of load assignment. Office hours must be held at times and places convenient to both the faculty member and students.

The office hour schedule must be submitted in writing to the dean/supervisor by the tenth day of instruction for approval. All office hours will be posted outside the instructor's office, and the division secretary will be kept informed if the instructor is not in the office or laboratory during office hours for any prolonged period. Any disagreements regarding office hour schedules may be appealed to the Vice President for Instruction and Student Services.

8.4 Instructional Area Meetings. Unit adjunct faculty will attend meetings that apply specifically to them under the same terms as full-time faculty under Section 4.18.

8.5 Professional Development. The college will pay the expense for unit adjunct faculty members for reimbursement for professional travel, workshops, tuition, books, professional publications and other professional activities and supplies approved by the dean at the rate of \$110 per semester for 2001, and \$120 per semester for 2002, not including summer semester. Any unused monies shall be carried over for only one semester. Unit adjunct faculty, spouses, and children age 30 or younger shall have the right to receive reimbursement of tuition for all courses taken at ECC, in which they receive a grade of "C", or better. Faculty shall contact the Human Resources Office to exercise this option.

8.6 Qualifications. Unit adjunct faculty acquire qualifications to teach or otherwise work in the unit in one of the following three ways:

1. Any unit adjunct faculty member who entered the unit by January 1, 1995 shall be considered qualified in the area he/she is currently working.
2. An MA or MS in the assigned discipline or an MA or MS with at least 15 graduate hours in the assigned discipline; or appropriate vocational credentials.
3. Three (3) years of prior teaching in an assigned academic discipline or if in the vocational area, appropriate work experience in an assigned vocation.

The qualifications described herein do not mean that the faculty member is necessarily qualified to teach every course in a vocational or academic discipline. Qualifications for a unit adjunct teaching or vocational load are not equivalent to being qualified for a full-time position in such areas.

8.7 Evaluation. Unit adjunct faculty shall be evaluated in the manner prescribed in all applicable sections of the Faculty Evaluation Handbook. No tenure status will be accrued or granted to the adjunct unit member. During the first semester of employment as a member of the adjunct bargaining unit, unit adjunct faculty will be evaluated for each different course taught. Thereafter, these evaluations will be done on a triennial basis.

8.8 Discipline. Disciplinary actions are made subject to the grievance procedure. The college agrees that an allegation of improper application of its rules, policies and procedures shall be subject to the grievance procedure. The college further agrees that disciplinary action shall be in a timely fashion with progressive and corrective discipline, as appropriate.

[Return to Table of Contents](#)

8.9 Salary.

1. Vertical steps correspond to faculty service as follows:
 - a. Step 1: first and second year teaching as an active member of the bargaining unit
 - b. Step 2: third and fourth year teaching as an active member of the bargaining unit

c. Step 3: fifth and sixth year teaching as an active member of the bargaining unit

d. Step 4: seven or more years teaching as an active member of the bargaining unit

2. Vertical step movement when appropriate occurs at the beginning of the fall semester.

3. The maximum horizontal movement is one (1) lane per year. Lane change activities completed by December 31 and documented no later than February 15 shall be awarded on the salary schedule for that calendar year.

4. During 2001, a joint faculty/administrative committee shall develop appropriate procedures and criteria to determine when and how unit adjunct faculty may move on the salary schedule by performing alternate activities. The Committee shall be comprised of the Chair and two members of the Faculty Development Committee, three unit adjunct faculty, the Managing Director of Human Resources, and three instructional administrators to be appointed by the Vice President for Instruction and Student Services. The ECCFA Senate and Vice President for Instruction will approve recommendations from this committee. Approved guidelines will become part of the Faculty Development Handbook. Alternate lane movement shall be permitted beginning January, 2002, assuming criteria and procedures have been agreed upon. Work experience shall not be considered an eligible alternate activity for unit adjunct faculty. The source of funding, personal, institutional, or other, will not be a consideration for any professional growth activity.

5. Initial placement on the schedule beyond Lane I shall be based on transcripts or other documentation submitted by the unit adjunct faculty member to the Human Resources Office upon qualifying to be a member of the bargaining unit.

6. For purposes of compensation placement for unit adjunct faculty, placement at Lane 2 shall require a Masters degree or equivalent experience. Equivalent experience shall be defined as formal recognition within their vocational field in terms of external certification, licensing, or journeyman status to be approved by both the instructional coordinator and the dean.

[Return to Table of Contents](#)

8.10 Severability. In the event any article, section, provision, sentence, clause or recognition of the unit of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the contract which does not apply to unit adjunct faculty shall remain in full force and effect.

8.11 Professional Courtesy. Each unit adjunct faculty shall receive a permanent parking sticker, a voice mail number, an e-mail address and access to a copy card. Unit adjunct faculty names and voice mail numbers shall appear on the telephone list of college employees and in the employee directory.

8.12 Unit Adjunct Faculty Who Accept Administrative Positions. Unit adjunct faculty who accept an administrative position for 32 or more hours per week will be considered inactive in the bargaining unit and the terms of the contract shall not apply to them for the duration of the administrative appointment. At the termination of the administrative appointment or if administrative responsibilities fall below 32 hours per week, the terms of this contract shall once again apply.

Time spent in administration shall not count in the calculation of seniority.

[Return to Table of Contents](#)

8.13 Sick Leave. Unit adjunct faculty shall have the right to utilize sick leave due to personal illness or disability or because of a medical emergency in the faculty member's family defined as spouse, children, parents, grandparents and grandchildren. If extenuating circumstances arise, the College President may approve additional leave. A doctor's statement substantiating the illness and/or verifying ability to return to work may be required.

Sick leave for unit adjunct teaching faculty shall be earned at the rate of three (3) days per semester with no accumulation. All sick days shall be available on the first day of the semester. No payment for unused sick time accrued will be made.

Unit adjunct counseling and library faculty shall earn four (4) days sick leave per calendar year with no accumulation. All sick days shall be available on the first day of the year. No payment for unused sick time accrued will be made.

8.14 Inactive Status. A unit adjunct faculty member who is not teaching or providing counseling or library service at the college during a fall or spring semester will be considered an Inactive Member of the bargaining unit.

Voluntary inactive. Unit adjunct faculty members who choose to remain inactive for two (2) consecutive academic years will no longer be considered part of the bargaining unit. To re-enter the bargaining unit, adjunct faculty who have thus forfeited their membership must qualify again by the criterion set for the in Section 1.2 of this contract. Employment prior to the period of inactivity will not count toward qualification.

Involuntary inactive. Unit adjunct faculty members who are involuntarily inactive in the bargaining unit because no courses are available for them to teach or in the case of non-teaching faculty, no counseling or or library assignments, shall retain their inactive status of four (4) consecutive academic years.

The terms of this contract shall not apply to unit adjunct faculty members during semesters when they are inactive. No step movement or seniority will be accumulated for academic years of inactivity.

For purposes of this contract, any unit adjunct faculty member who has been inactive for 3 consecutive academic years prior to the 2001-2002 academic year shall no longer be considered part of the bargaining unit.

8.15 Security and Confidentiality of Student and Course Information. Office space and confidential meeting space shall be provided if available. Secured, shared file space will be made available upon request.

[Return to Table of Contents](#)

Article IX

Intellectual Property Rights

1. Definition of Copyrightable Work: Works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including, but not limited to, the following:

- A. literary works, (includes work, other than audiovisual works, expressed in words, numbers, or other verbal or numerical symbols, or indicia, regardless of the nature of the material objects, such as books, periodicals, manuscripts, phono records, films, tapes, disks or cards in which they are embodied.)
- B. musical works and any lyrics
- C. dramatic works and any music
- D. choreographic and pantomime works
- E. pictorial, graphic, or 3-dimensional art works

F. motion pictures and other audiovisual works

G. sounds recordings

H. course syllabus

I. compilations and derivative works, such as translations, adaptations, and musical arrangements, but only the material contributed by the author of such work as distinguished from the preexisting material.

2. Ownership of copyrights, cope and applicability: The responsibilities of the faculty of Elgin Community College include creation of scholarly and artistic works; creation and use of teaching materials for the classroom; and the broad dissemination and distribution of such works. The college does not claim ownership of copyrightable materials produced by faculty members except in cases where a written agreement or employment contract makes other provisions. Such agreements may be developed and executed, for example, in each of the following cases if:

A. Production of a copyrightable work requires significant college resources, (funding, special facilities, unusual demands on existing facilities, services, and/or support staff time), over and above those normally needed to conduct the teaching, research, and creative activities of a faculty member.

B. A sponsored research agreement, or other agreement for the purpose of or supporting creation of, a copyrightable work that requires that the rights be assigned to the college or through the college, to a third party.

C. The faculty member(s) desire the assistance of a college office for marketing, licensing, and/or distributing a copyrightable work which would not otherwise be assigned to the member.

D. The faculty member creating a copyrightable work has been hired for the purpose and/or the job responsibilities of the faculty member explicitly and in writing are defined to include creation of specific works.

E. The college wishes to obtain or protect a right to use the copyrightable work without royalties or other restrictions, or to establish a right to create derivative works.

F. Other situation in which the college may be deemed to have an interest or incur a risk in a copyrightable work that goes beyond the normal involvement of the college in the scholarly, reactive, and professional work of its faculty members.

The agreement referred to in #2 above will stipulate the nature of the copyrightable work(s) and the disposition of the property rights in the work(s). The college shall not have the right to market the work or any derivative work unless explicitly granted by the owner.